

Article - Real Property

[\[Previous\]](#)[\[Next\]](#)

§8A-1301.

(a) (1) For any reason listed in paragraph (2) of this subsection, a park owner may not:

(i) Bring or threaten to bring an action for possession against a resident;

(ii) Arbitrarily increase the rent or decrease the services to which a resident has been entitled; or

(iii) Terminate a periodic tenancy.

(2) A park owner may not take an action that is listed under paragraph (1) of this subsection for any of the following reasons:

(i) Because the resident or the resident's agent has provided written or actual notice of a good faith complaint about an alleged violation of the rental agreement, violation of law, or condition on the leased premises that is a substantial threat to the health or safety of occupants to:

1. The park owner; or

2. Any public agency against the park owner;

(ii) Because the resident or the resident's agent has:

1. Filed a lawsuit against the park owner; or

2. Testified or participated in a lawsuit involving the park owner; or

(iii) Because the resident has participated in any tenant's organization.

(b) (1) A park owner's violation of subsection (a) of this section is a "retaliatory action".

(2) A resident may raise a retaliatory action of a park owner:

(i) In defense to an action for possession; or

(ii) As an affirmative claim for damages resulting from a retaliatory action of a park owner occurring during a tenancy.

(c) If in any proceeding the court finds in favor of the resident because the park owner engaged in a retaliatory action, the court may enter judgment against the park owner for damages not to exceed the equivalent of 3 months' rent, reasonable attorney's fees, and court costs.

(d) An action by a park owner may not be deemed to be retaliatory for purposes of this section if the alleged retaliatory action occurs more than 6 months after a resident's action that is protected under subsection (a)(2) of this section.

(e) As long as a park owner's termination of a tenancy is not the result of a retaliatory action, nothing in this section may be interpreted to alter the park owner's or the resident's rights arising from breach of any provision of a rental agreement or rule, or either party's right to terminate or not renew a rental agreement pursuant to the terms of the rental agreement or the provisions of other applicable law.

(f) If any county has enacted or enacts an ordinance comparable in subject matter to this section, this section shall supersede the provisions of the ordinance to the extent that the ordinance provides less protection to a resident.

[\[Previous\]](#)[\[Next\]](#)